

LICENSE AGREEMENT

LICENSE AGREEMENT made on June 1, 1989, between  
General Motors Corporation (Delco Products Division), a  
Delaware corporation, hereinafter referred to as "Licensor", and  
ARA Services, Inc., a Delaware  
corporation with its principal offices located at ARA Tower, 1101 Market St.  
in the City of Philadelphia, State of Pennsylvania,  
hereinafter referred to as "Licensee".

Whereas Licensor and Licensee have this date entered into a Catering  
Agreement under the terms of which Licensee is granted the right, subject to  
certain terms and conditions, to operate a general catering service, including  
vending machines, on the premises of Licensor located at Dayton, Ohio  
(City)  
at 2000 Forrer Blvd., known as Delco Products Division,  
(Street) (Plant and Division)  
General Motors Corporation, and

Whereas: Under the terms of said Catering Agreement, Licensor will  
furnish heated space and certain equipment, facilities, utilities and services  
for use of Licensee in providing such catering service.

NOW, THEREFORE, it is agreed as follows:

FIRST: Licensor grants to Licensee a limited and conditional license to  
enter upon the premises of Licensor hereinabove described for the sole purpose  
of performing the general catering service provided in the aforesaid Catering  
Agreement in the space or spaces designated by Licensor from time to time.

SECOND: The license herein granted to Licensee shall be subject to all of  
the terms and conditions provided in the aforesaid Catering Agreement, the  
provisions of which are incorporated herein by reference.

THIRD: In consideration of the license granted to Licensee by Licenser to provide said general catering service on the Licenser's aforesaid premises, and in consideration of the space, heat, facilities, equipment, utilities and services furnished to Licensee by Licenser in connection therewith, commencing

June 1, 1989 Licensee agrees to pay to Licenser a monthly rental in the amount of \$15,000.00 payable within twenty (20) days following the last day of each calendar month on receipt by the Licensee of a monthly bill from the Licenser. In any month during which Licenser employs on these premises less than seventy-five percent (75%) of its normal work force (normal being 3,900 employees) on one or more regular work days (Monday through Friday), regularly scheduled holiday, model change, inventory and vacation shutdowns excepted, the monthly rental shall be reduced by five percent (5%) for each such day, up to but not to exceed a total of one hundred percent (100%) of the rental for any one month. In the event of a substantial change in the normal level of productive operations on the premises which is planned for an indefinite period, the Licenser will notify the Licensee and the monthly rental charge shall be reviewed and revised by mutual agreement of the parties to reflect the resulting change in the normal work force.

FOURTH: This License Agreement shall be conterminous with the aforesaid Catering Agreement, and shall automatically terminate without further action by either party on the termination of said Catering Agreement.

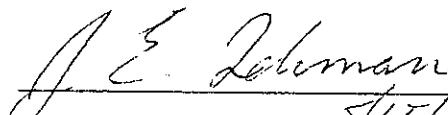
FIFTH: The Licensee shall not assign, transfer, or encumber this license, or any of the rights of Licensee hereunder, nor shall Licensee license the use of Licenser's premises to any other party, except as expressly provided in the aforesaid Catering Agreement in regard to a third party vending machine operator under contract to the Licensee.

SIXTH: Licenser and its representatives shall have the right to enter at

any and all times the spaces on the aforesaid premises which are used from time to time by Licensee in performing the aforesaid catering services and to perform work or other activity in such spaces as Licenser may in its sole discretion decide, and Licensee shall cooperate and obey the instructions and directions of Licenser on the use of such space or spaces, even though temporary discontinuances of the catering services in whole or in part may result from time to time.

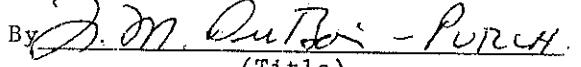
SEVENTH: This license shall convey no property right in the premises of Licenser to Licensee, but only a limited and conditional license for the effective term of this License Agreement to enter on such premises and to use the space or spaces designated by Licenser in the performance of the aforesaid Catering Agreement between the parties.

WITNESS:

  
J.E. Lehman  
5/18/89

Witness:

GENERAL MOTORS CORPORATION  
(Delco Products Division)

By   
D.M. Miller - Purch. Mgr  
(Title) 5/18/89

ARA SERVICES, INC.

By \_\_\_\_\_  
(Title)

James L. Miller  
Area Vice President,  
Business Dining Services,  
a division of ARA Services, Inc.